



STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
COMMISSION ON WATER RESOURCE MANAGEMENT

OBJECTION TO AN  
APPURTENANT RIGHTS CLAIM

Form APRT-OBJ

For Official Use Only:

2012 SEP 21 PM 1:22

**Instructions:** Complete one (1) "Objection to an Appurtenant Rights Claim Form" (Form APRT-OBJ) for each Appurtenant rights claim to which you object.

- Any person or entity with a legal or material interest in the water may file written objections. Persons filing objections must serve copies of the written objection and all related documentation / evidence 1) on the applicant; and 2) on the Commission on Water Resource Management, P.O. Box 621, Honolulu, HI 96809.
- Appurtenant rights claimants will have an opportunity to submit a rebuttal to the written objections.
- For questions, contact the Commission's Stream Protection and Management Branch at (808) 587-0234.

**A. OBJECTOR**

**NAME/COMPANY**

Wailuku Water Company, LLC

**Contact Person**

Avery B. Chumbley

**Mailing Address**

P. O. Box 2790, Wailuku, Hawaii 96793

**Phone**

808/244-7079

**Fax**

808/242-7968

**E-mail Address**

abc@aloha.net

**Explain your legal or material interest in objecting to this Appurtenant rights claim.**

Wailuku Water Company, LLC is the owner and operator of the private distribution system through which the Applicant receives surface water. Determination of Applicant's claim of an appurtenant right to water that is distributed through Wailuku Water Company, LLC's distribution system may impact the operation of the distribution system and will affect the property rights of Wailuku Water Company, LLC.

**B. APPLICANT (As listed in the Public Notice)**

**NAME/COMPANY**

Donnalee & David Singer

Permit Application No.

P.O. Box 3017

**Mailing Address**

Wailuku, HI 96793

SWUPA# 2290

**Identify all Tax Map Keys (TMK) relating to the property**

TMK: (2)3-2-017-018

**C. REASON(S) FOR OBJECTION**

Select all that apply below. The objector has the burden of proof on all objections.

☐ The parcel was not used as a residence or for cultivation at the time of the Mahele.

☒ The Appurtenant right to water has been reserved or extinguished.

☒ There are materially false statements or representations in the claimant's application for Appurtenant rights.

Summarize carefully your objection and how approval of this Application would adversely affect your legal interests (Use separate page if needed):

The claim must be reviewed in light of the following:

1-Whether the claim properly characterized the source of the water for which the claim is asserted;

2-Whether the rights claimed are subject to Public Utilities Commission Regulation; and

3-Whether the rights have been extinguished.

See the attached sheets which expand on the objections and provide documentary support for the objection(s).

**Supporting documentation / evidence must be provided on separate sheets.**

**D. OBJECTOR SIGNATURE**

☐ By checking this box (for electronic submissions) or signing below (for hardcopy submissions) indicates that the signatory understands and swears that the information provided is accurate and true to the best of their knowledge.

**Print Name:**

Avery B. Chumbley,  
Authorized Representative

**Signature:**

**Date:**

September 18, 2012

FILE ID:

DOC ID:

OFFER: 3650.6

SWUP: 2296.6

10124

Form APRT-OBJ 08/29/2012

### **Whether the Claim Properly Characterized The Source of Water**

The claim contains an ambiguity or possibly a mischaracterization on the water source for the appurtenant right.

A claimant to an appurtenant right must establish that the surface water was taken directly from the stream, or from an auwai that was connected to a stream, at the time of the original conversion of the property to fee simple title.

Claims based on surface water taken from a privately owned distribution system and not from a stream, especially a distribution system that did not exist at the time of the original fee simple conversion, does not establish an appurtenant right to surface water delivered through a privately owned distribution system.

Accordingly, factual and legal questions exist on whether the subject claim for appurtenant rights derives from a diversion that existed at the time of the original fee simple conversion from a stream or an auwai that was then connected to a stream.

In addition, factual and legal questions exist as to whether applicant is required to hold a stream diversion works permit and/or a stream channel alteration permit and whether there is a right to use a privately owned distribution system if the surface water is being diverted through that privately owned distribution system.

**Rights Claimed May be Subject to Public Utilities Commission Regulation**

The claim asserts a right to use surface water that reaches the claimant's property through a distribution system owned by Wailuku Water Company, LLC

The ability of Wailuku Water Company, LLC to deliver water through that distribution system is the subject of a proceeding pending before the State of Hawaii Public Utilities Commission ("PUC").

Any determination by the Commission on Water Resource Management on claims in which the surface water is delivered through use of the distribution system owned by Wailuku Water Company, LLC must include a condition that the delivery of the surface water is subject to applicable terms, conditions, rules, regulations, decisions, orders, tariffs, and actions of the PUC (collectively "PUC Regulation")

Accordingly, factual and legal questions exist on whether the subject claim for appurtenant rights may be subject to PUC Regulation.

### **Were Appurtenant Water Rights Extinguished**

Appurtenant rights to surface water are created at the time the original conversion to fee simple land. While an appurtenant right to surface water cannot be transferred separately and apart from land to which it attaches, the right can be extinguished.

The appurtenant right to surface water is extinguished if the Grantor of the property transfers the property and either reserves the right to the Grantor or transfers the property without transferring the appurtenant right.

The conveyance document in the chain of title to the subject property contain language to the following effect:

EXCEPTING, RESERVING AND GRANTING, however, unto Grantor, its successors and assigns, all water and water rights (surface and ground water) within or appurtenant to the Property, including the right to develop and utilize the same; provided, however, that in the exercise of said rights, Grantor, its successors and assigns, shall not have the right to drill for water or otherwise disturb the surface of the land or any improvements thereon.

Accordingly, factual and legal questions exist as to whether an appurtenant right has been extinguished.

✓  
6  
R-1025

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

DEC 08, 2000 09:00 AM

DOC NO(S) 2000-173483

/S/CARL T. WATANABE  
ACTING  
REGISTRAR OF CONVEYANCES

CONVEYANCE TAX: \$1000.00

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail (X) Pickup ( ) To:

MR DAVID SINGER  
WAIEHU AINA, LLC  
P O BOX 3017  
WAILUKU, HI 96793

TG: 1591138  
TGE: A0-204-0669  
Lynette A. Aipa

RS  
(2)

Tax Key: (2) 3-2-017-018

Total No. of Pages: 36

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That WAILUKU AGRIBUSINESS CO., INC., formerly known as Wailuku Sugar Company, a Hawaii corporation, whose address is 255 E. Waiko Rd., Wailuku, Maui, Hawaii 96793, hereinafter called the "Grantor," for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by WAIEHU AINA, LLC, a Hawaii limited liability company, whose address is P. O. Box 3017, Wailuku, Maui, Hawaii 96793, hereinafter called the "Grantee," the receipt whereof is hereby acknowledged, (and pursuant to that certain Real Estate Purchase and Sale Agreement acknowledged September 22, 2000, entered into by and between the parties hereto), does hereby give, grant, convey, release and forever quitclaim unto the said Grantee, as a tenant in severalty, all of Grantor's right, title and interest in and to the real property described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property"); subject, however, to all encumbrances noted on said Exhibit "A".

SUBJECT, HOWEVER, to: (i) existing county, state and federal laws, rules and regulations, including zoning ordinances and other land use regulations and restrictions applicable to the Property; (ii) claims, if any, to the Property arising out of rights customarily and traditionally exercised for subsistence, cultural, religious access or gathering purposes, and such claims or rights, including access, use and/or occupancy rights, as may be attendant or ancillary to kuleana claims on or affecting the Property; (iii) encroachments, easements and other rights or facts which may or would be disclosed by a correct survey or archaeological study of the Property, including, without limitation, easements, trails, rights-of-way, historic property, burial sites and other items of historical, archaeological or religious significance; and (iv) all encumbrances, exceptions, reservations, easements and other items set forth in this Deed.

EXCEPTING AND RESERVING, HOWEVER, unto Grantor, its successors and assigns, all water and water rights (surface and ground water) within or appurtenant to the Property; provided, however, that in the exercise of said rights, Grantor, its successors and assigns, shall not have the right to drill for water and otherwise disturb the surface of the land or any improvements thereon, except as provided in that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions entered into by and between the parties hereto dated December 5, 2000, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2000-173482.

EXCEPTING AND RESERVING, FURTHER unto the Grantor, its successors and assigns, all of the rights and easements in favor of the Grantor, and subject to the obligations of the Grantee, in and under said Declaration of Covenants, Conditions, Easements, Reservations and Restrictions.

EXCEPTING AND RESERVING, FURTHER unto Grantor, its successors and assigns forever, as appurtenant to the lands which are located adjacent or in the vicinity of the Property and which are now owned or used or hereafter acquired and used by Grantor, its successors and assigns, the unrestricted (but lawful) right to engage in any type of farming operation, including, but not limited to open burning, percolating, evaporating, fertilizing, milling, generating power, water diversion, plowing, grading, storing, hauling, spraying pesticides, irrigating, crop dusting, and all other activities incidental to the planting, farming, harvesting and processing of agricultural products and by-products, which operations may from time to time cause noxious emissions such as noise, smoke, dust, light, heat, vapor, odor, chemicals, vibration, and other nuisances to be discharged or emitted over and upon the Property. Grantee, its successors and assigns, shall indemnify and hold Grantor, its successors and assigns, harmless from any liability or expense resulting from such claims arising from such nuisance whether made by Grantee or

guests or other persons using the Property. Nothing herein shall allow Grantor to violate any state, county or federal law.

TO HAVE AND TO HOLD the same, together with all buildings and other improvements, rights, easements, privileges and appurtenances thereon or thereunto belonging or in anywise appertaining or held and enjoyed therewith, unto the said Grantee, forever.

For the benefit of Grantor and the Grantor's Land (i.e. land located adjacent to and in the vicinity of lands owned by Grantor or in which Grantor has an interest), Grantor shall have, and at the closing hereof, there shall be reserved to Grantor, its successors and assigns, in addition to other rights reserved herein, the rights and easements described below in this instrument, on the terms and conditions contained in this instrument.

Grantee shall be responsible for obtaining, at its cost and expense, all permits which may from time to time be required for Grantee's use or development of the Property, including the payment or other satisfaction of all fees, costs, charges, exactions and other impositions in connection with such permits, and for compliance, at its cost and expense, with all laws which may from time to time relate or apply to Grantee's use or development of the Property. If Grantor's consent is required for any permits required by Grantee, Grantor shall not unreasonably withhold or delay such consent and will not require Grantee to pay any value for such consent(s).

Grantee acknowledges that Grantor and others use or otherwise divert water from North Waiehu Stream and/or upstream sources of the South Waiehu Stream. Grantor, its successors and assigns, shall have the right to divert and use water from all streams on the Property including North Waiehu and South Waiehu Streams, through the irrigation ditches on the Property, and further shall have the right to divert upstream sources of Mananole Stream, Huluhulupueo Stream and Eleele River for use on or relating to the Grantor's Land. Grantee, for itself and on behalf of its successors and assigns, covenants and agrees that it shall assert no administrative or judicial challenges to any such diversions and use, or otherwise dispute the priority and propriety of any such diversions and use.

Grantee acknowledges that the Property is located adjacent to and in the vicinity of other lands owned by Grantor or in which Grantor and/or Grantor-related entities have an interest (the "Grantor's Land"), and that the Grantor's Land may be used and/or developed for various purposes from time to time as deemed appropriate by Grantor, and the Grantee hereby consents to any such use and/or development of the Grantor's Land; provided that such use and/or development is allowed as a

permitted use either under, HRS 205-4.5 (as to A or B classified lands) or HRS 205-2(d) (as to C, D or E classified lands), and the Rules and Regulations of the Land Use Commission of the State of Hawaii and/or the Agricultural District as set forth in Section 19.30A.050 of the Maui County Code.

Grantor shall have, and is hereby reserved to Grantor, its successors and assigns, perpetual easements over, through and across the Property, and appurtenant to the Grantor's Land or appropriate portions thereof, as necessary to accommodate drainage from or across the Grantor's Land in its currently existing and/or natural pattern and flow to its place of entry upon and from the Property.

Grantee agrees and declares that for itself, its successors and assigns that it does and shall indemnify, defend and hold harmless Grantor, its successors and assigns from and against any and all loss, liability, cost, claim, demand, damage, action, cause of action, suit, administrative proceedings and/or penalties resulting from or otherwise directly or indirectly relating to Grantee's ownership, use, occupancy or development of, or any other act or neglect by Grantee with respect to, the Property. Such indemnity shall include and cover, without limitation, claims relating to the presence or existence of hazardous or nuisance conditions on, under or affecting the Property. Grantee further agrees to and shall indemnify, defend and hold harmless Grantor, its successors and assigns from and against any and all loss, liability, cost, claim, demand, damage, action, cause of action, suit, administrative proceedings and/or penalties resulting or arising from or otherwise directly or indirectly relating to the presence or existence of Hazardous Materials placed on, under or about the Property or migrating to or from the Property, or arising in any manner whatsoever out of any violation of or noncompliance with the Hazardous Materials Laws or other Regulations relating to the Property or any activities thereon.

Grantee confirms and agrees that the Grantee has inspected the Property and that the Property is being conveyed to the Grantee in "AS IS" condition, and without any representations or warranties of any kind with respect to the Property, except as expressly provided in this Deed, all as more particularly set forth in the Real Estate Purchase and Sale Agreement acknowledged September 22, 2000.

It is expressly understood, agreed and declared between Grantor and Grantee that Grantor makes and has made no representations or warranties, express or implied, with respect to the present use and occupancy of the Property or other kuleana or excluded properties within or in the vicinity of the Property, nor with respect to the effect on the Property of any appurtenant or derivative rights relating to the occupancy or use of the



Property, including access thereto and appurtenant water rights or claims. It being agreed and declared that Grantor is not and has not conveyed appurtenant water rights (surface and/or water) to Grantee and Grantor is retaining all appurtenant and other water rights from the Property. Grantee agrees to and has accepted the Property subject to such occupancy and use and appurtenant and/or derivative rights.

This conveyance and the covenants of the Grantor shall be binding upon the Grantor and the Grantor's successors and assigns, and shall run in favor of and inure to the benefit of the Grantee and the Grantee's successors and assigns. The covenants and agreements of the Grantee shall run with the land described in Exhibit "A" attached hereto, shall be binding upon the Grantee and the Grantee's successors and assigns, and shall run in favor of and inure to the benefit of the Grantor and the Grantor's successors and assigns.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, or neuter, the singular or plural number, individuals or corporations, and their and each of their respective successors, heirs, personal representatives, and permitted assigns, according to the context hereof. If these presents shall be signed by two or more Grantors or by two or more Grantees, all covenants of such parties shall for all purposes be joint and several.

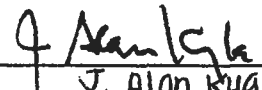
IN WITNESS WHEREOF, the Grantor and the Grantee have executed these presents on this 5 day of December, 2000.

APPROVED AS TO FORM:  
MANCINI, ROWLAND & WELCH

BY 

WAILUKU AGRIBUSINESS CO., INC.,  
formerly known as Wailuku Sugar  
Company

By   
AVERY B. CHUMBLEY  
Its President

By   
J. Alan Kugle  
Its Chairman

Grantor

WAIEHU AINA, LLC


  
\_\_\_\_\_  
DAVID SINGER  
Its Manager

Grantee

STATE OF HAWAII                    )  
  ) SS.  
COUNTY OF MAUI                 )

On this 5 day of December, 2000, before me personally appeared AVERY B. CHUMBLEY, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

L.S.

  
\_\_\_\_\_  
Print Name: Lynette A. Aipa  
Notary Public, State of Hawaii.  
My commission expires: 11/7/2004

STATE OF HAWAII )  
 )  
COUNTY OF Mau ) SS.

On this 5 day of December, 2000, before me personally appeared J. Alan Kugle, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

L.S.

Lynette A. Aipa  
Print Name: Lynette A. Aipa  
Notary Public, State of Hawaii.

My commission expires: 11/7/2004

STATE OF HAWAII )  
 )  
COUNTY OF MAUI ) SS.

On this 5 day of December, 2000, before me personally appeared DAVID SINGER, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

L.S.

Lynette A. Aipa  
Print Name: Lynette A. Aipa  
Notary Public, State of Hawaii.

My commission expires: 11/7/2004

EXHIBIT "A"

All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 5279 to C. Brewer and Company; Royal Patent Number (None), Land Commission Award Number 8559-B, Apana 20 and 21 to Wm. C. Lunalilo; Royal Patent Number 77, Land Commission Award Number 204 to Edwin Miner; Royal Patent Number 6100, Land Commission Award Number 3431 to Kalamaia; Royal Patent Number 4110, Land Commission Award Number 3219, Apana 1, 2 and 3 to Apapau; Royal Patent Number 3937, Land Commission Award Number 3258, Apana 1 and 2 to Laka; Royal Patent Number 4100, Land Commission Award Number 3252 to Hanae; Royal Patent Numbers 6753 and 6755, Land Commission Award Number 3459, Apana 1, 2, 3, 5 and 6 to Keawe; Royal Patent Number 6438, Land Commission Award Number 3275-K to Mahi; Royal Patent Number 5278, Land Commission Award Number 2487 to Kahue (as to 6.29 acres); Royal Patent Numbers 7690 and 7584, Land Commission Award Number 781 to Alexander M. Birch; various poalima located within the Ahupuaa of Ahikula and Waiehu, Royal Patent Number (None), Land Commission Award Number 8559-B, Apana 20 and 21 to Wm. C. Lunalilo; Royal Patent Number 3218, Land Commission Award Number 5623 to Kualii; Royal Patent Numbers 3228 and 3232, Land Commission Award Number 3275-H to Pulehupo; Royal Patent Number 3223, Land Commission Award Number 3275-F, Apana 1 to Kane; Royal Patent Number 5279, Land Commission Award Number 4149, Apana 1 and 3 to Kapohuli; Royal Patent Number 5189, Land Commission Award Number 3378 to Pepehi; Royal Patent Number 5083, Land Commission Award Number 3379 to Puna; Royal Patent Number 3232, Land Commission Award Number 3275-R, Apana 1, 2 and 4 to Kamaka; Royal Patent Number 4744, Land Commission Award Number 2625, Apana 1 and 3 to Pa; Royal Patent Number 7689, Land Commission Award Number 6935 to A. Moku; Royal Patent Number 6090, Land Commission Award Number 2612 to Pepeiao; Royal Patent Number 6700, Land Commission Award Number 2489, Apana 1, 2 and 3 to Kuheleaukea; Royal Patent Number 6089, Land Commission Award Number 2433 to Kahikapa; Royal Patent Number 3327, Land Commission Award Number 2461 to Kanehailua; Royal Patent Number 6616, Land Commission Award Number 2466 to Kahula; Royal Patent Number 3227, Land Commission Award Number 2474, Apana 1 and 2 to Kuhi; Royal Patent Number 5165, Land Commission Award Number 2482 to Kane; Royal Patent Number 6146, Land Commission Award Number 3273 to Waiwaiole; Royal Patent Number 3936, Land Commission Award Number 3213 to Ehu; Royal Patent Number 4715, Land Commission Award Number 3275-C to Mokupanei; Royal Patent Numbers 5143 and 6072, Land Commission Award Number 3275-E, Apana 1 and 5 to Kaleo; Royal Patent Number 3230, Land Commission Award Number 3275-L, Apana 1 and 2 to Kamanehe; Royal Patent Number 3221, Land Commission Award Number 3275-S, Apana 1 and 2 to Kawahaale; Royal Patent Number 5334, Land Commission Award Number 3275-Y, Apana 1 to Kaneiki; Royal Patent Number 3220, Land Commission Award Number 3377 to Puulau; Royal Patent Number 5139, Land Commission

Award Number 3428 to Kekai; Royal Patent Number 6858, Land Commission Award Number 3433 to Kuaana; Royal Patent Number 6124, Land Commission Award Number 3448, Apana 1 to Kaalapahi; Royal Patent Number 4126, Land Commission Award Number 3450, Apana 1, 3 and 4 to Kapulu; Royal Patent Number 6093, Land Commission Award Number 3452, Apana 2 to Kaili; Royal Patent Number 6186, Land Commission Award Number 3458 to Kikaho; Royal Patent Number 3225, Land Commission Award Number 3460, Apana 2 and 3 to Kaia; Royal Patent Number 3229, Land Commission Award Number 3528, Apana 2 and 3 to Naoopu; Royal Patent Number 7641, Land Commission Award Number 3462 to Kalomi; Royal Patent Number 5147, Land Commission Award Number 5454, Apana 3 and 4 to Pauanihi; Royal Patent Number 6759, Land Commission Award Number 5459, Apana 1 and 2 to Kepaa; Royal Patent Number 3219, Land Land Commission Award Number 3439, Apana 3 to Kamahaaloa; Royal Patent Number 6754, Land Commission Award Number 4049 to Kaniolo; Royal Patent Number (None), Land Commission Award Number 3447 to Kepio; Royal Patent Number 7665, Land Commission Award Number 3375, Apana 1 and 2 to Pohakupa; Royal Patent Number 6528, Land Commission Award Number 2475, Apana 3 to Kahalehuki; Royal Patent Number 3224, Land Commission Award Number 10631 to Pahanui; Royal Patent Number 5151, Land Commission Award Number 3275-P, Apana 1 to Waiwaiiole; Royal Patent Number (None), Land Commission Award Number 499 to Auwae; and Royal Patent Number (None), Land Commission Award Number 3275-0, Apana 4 to Kaawao) situate, lying and being at Polipoli, Ahikuli and Waiehu, District of Wailuku, Island and County of Maui, State of Hawaii, bearing Tax Key designation 3-2-017-018 (2) and containing an area of 277.399 acres, more or less.

Said above described parcel of land having been acquired by WAILUKU SUGAR COMPANY by the following:

1. By DEED of WAIKAPU AGRICULTURAL COMPANY, LIMITED dated September 1, 1921, recorded in Liber 605 at Page 418;
2. By EXCHANGE DEED of ANTONE DOREGO, husband of Mary C. Dorego, dated July 10, 1899, recorded in Liber 198 at Page 134;
3. By EXCHANGE DEED of MRS. NELLIE L. ALAU dated July 17, 1943, recorded in Liber 1769 at Page 160;
4. By EXCHANGE DEED of MAUI ASSOCIATES, LIMITED dated February 15, 1952, recorded in Liber 2560 at Page 57;
5. By DEED of WAIHEE SUGAR COMPANY dated December 31, 1894, recorded in Liber 152 at Page 189;
6. By EXCHANGE DEED of T. B. LYONS dated October 28, 1924, recorded in Liber 758 at Page 68; and

7. By EXCHANGE DEED of J. H. KUNEWA, husband of Mary Kunewa, dated August 28, 1933, recorded in Liber 1214 at Page 126.

SUBJECT, HOWEVER, to the following:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. Location of the boundary of the Waiehu Stream and the effect, if any, upon the area of the land described herein.
3. Free flowage of stream as shown on tax map.
4. Ditches and roadways as shown on tax map.
5. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : RIGHT OF ENTRY AGREEMENT  
DATED : September 27, 1977  
RECORDED : Liber 12815 Page 281  
PARTIES : WAILUKU SUGAR COMPANY, "Owner", and  
BOARD OF WATER SUPPLY OF THE COUNTY OF  
MAUI, "Grantee,  
RE : right to enter, upon, occupy and use for  
all purposes relating to construction  
and installation of a water transmission  
system

6. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED, a Hawaii  
corporation  
DATED : April 6, 1979  
RECORDED : Liber 13629 Page 703  
GRANTING : nonexclusive perpetual right and  
easement to build, construct,  
reconstruct, rebuild, repair, maintain  
and operate a transformer station, etc.,  
over, under, upon, across and through  
the following:

M.E.CO. EASEMENT

All of that certain parcel of land being a portion of Lot 1,  
being also a portion of Royal Patent 5189, Land Commission Award  
3378 to Pepehi, situated at Waiehu, Wailuku, Maui, Hawaii.

Beginning at a 3/4" pipe (set) at the westerly corner of this easement, the field coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being:

10,484.72 feet North

6,264.27 feet West

and running by azimuths measured clockwise from true South:

1. 247° 00' 50.00 feet along the remainder of R. P. 5189, L. C. Aw. 3378 to Pepehi to a 3/4" pipe (set);
2. 337° 00' 50.00 feet along the remainder of R. P. 5189, L. C. Aw. 3378 to Pepehi;
3. 67° 00' 35.00 feet along the remainder of R. P. 5189, L. C. Aw. 3378 to Pepehi to a 3/4" inch pipe (set);
4. 67° 00' 15.00 feet along the remainder of R. P. 5189, L. C. Aw. 3378 to Pepehi to a 3/4" pipe (set);
5. 157° 00' 50.00 feet along the remainder of R. P. 5189, L. C. Aw. 3378 to Pepehi to the point of beginning and containing an area of 2,500 square feet, more or less.

TOGETHER WITH a nonexclusive easement (15 feet wide) for access purposes over and across the following described parcel of land:

#### EASEMENT "A"

All of that certain parcel of land being a portion of Lot 2, being also portions of Land Commission Award 8559-B, Apana 21 to Wm. C. Lunalilo, Royal Patent 7641, Land Commission Award 3462 to Kalomi, Royal Patent 3218, Land Commission Award 5623 to Kualii, Royal Patent 4110, Land Commission Award 3219, Apana 3 to Apapau, Poalima, Royal Patent 3221, Land Commission Award 3275-S, Apana 2 to Kawahaale, Royal Patent 3221, Land Commission Award 3275-S, Apana 1 to Kawahaale, Royal Patent 3219, Land Commission Award 3275-R, Apana 2 to Kamaka, Royal Patent 5165, Land Commission Award 2482 to Kane, Exchange Deed Number 89, Wailuku Sugar Company to Kaholokai, Royal Patent 5189, Land Commission Award 3378 to Pepehi, situated at Waiehu, Wailuku, Maui, Hawaii.

Beginning at the northerly corner of this easement, on the southerly side of Malaihi Road, the field coordinates of said

point of beginning referred to Government Survey Triangulation Station "LUKE" being:

11,500.17 feet North

6,578.91 feet West

and running by azimuths measured clockwise from true South:

1.    327°    47'            136.89 feet along the remainders of L. C. Aw. 8559-B, Ap. 21 to Wm. C. Lunailo and R. P. 7641, L. C. Aw. 3462 to Kalomi;
2.       3°    00'            83.96 feet along the remainder of R. P. 7641, L. C. Aw. 3462 to Kalomi;
3.    16°    00'            401.78 feet along the remainders of R. P. 7641, L. C. Aw. 3462 to Kalomi and R. P. 3218, L. C. Aw. 5623 to Kualii;
4.    40°    00'            141.45 feet along the remainders of R. P. 3218, L. C. Aw. 5623 to Kualii and Poalima;
5.    38°    00'            132.33 feet along the remainders of Poalima and R. P. 3221, L. C. Aw. 3275-S, Ap. 2 to Kawahaale;
6.    65°    00'            145.07 feet along the remainders of R. P. 3221, L. C. Aw. 3275-S, Ap. 2 to Kawahaale and Poalima;
7.    39°    00'            163.27 feet along the remainders of Poalima, R. P. 3221, L. C. Aw. 3275-S, Ap. 1 to Kawahaale and R. P. 3219, L. C. Aw. 3439, Ap. 3 to Kamahaaloa;
8.    Thence along the remainder of R. P. 3219, L. C. Aw. 3439, Ap. 3 to Kamahaaloa and along an arc of a curve to the left with a radius of 55.66 feet and a central



angle of  $127^{\circ} 00' 00''$ , the  
chord azimuth and distance  
being:

- |     |  |         |  |
|-----|--|---------|--|
|     | 335°   | 30'     | 99.62 feet;  |
| 9.  | 272°   | 00'     | 51.28 feet along the remainders of R.<br>P. 3219, L. C. Aw. 3439, Ap.<br>3 to Kamahaaloa and R. P.<br>3221, L. C. Aw. 3275-S, Ap.<br>1 to Kawahaale; |
| 10. | 261°   | 00'     | 130.13 feet along the remainder of R. P.<br>3221, L. C. Aw. 3275-S, Ap.<br>1 to Kawahaale;   |
| 11. | 274°   | 00'     | 170.40 feet along the remainders of R.<br>P. 3221, L. C. Aw. 3275-S,<br>Ap. 1 to Kawahaale and R. P.<br>5165, L. C. Aw. 2482 to<br>Kane;             |
| 12. | 267°   | 00'     | 130.20 feet along the remainder of R. P.<br>5165, L. C. Aw. 2482 to<br>Kane;   |
| 13. | 277°   | 00'     | 102.40 feet along the remainders of R.<br>P. 5165, L. C. Aw. 2482 to<br>Kane and Exchange Deed No.<br>89, Wailuku Sugar Company to<br>Kaholokai;     |
| 14. | Thence along the remainders of Exchange Deed No. 89,<br>Wailuku Sugar Company to<br>Kaholokai and R. P. 5189,<br>L. C. Aw. 3378 to Pepehi<br>and along an arc of a curve<br>to the left with a radius<br>of 221.68 feet and a<br>central angle of $24^{\circ} 33' 12''$ , the chord azimuth and<br>distance being: |         |  |
|     | 264°   | 43' 24" | 94.27 feet;  |
| 15. | 225°   | 00'     | 54.73 feet along the remainder of R. P.<br>5189, L. C. Aw. 3378 to<br>Pepehi;  |

16. 337° 00' 20.00 feet along the remainder of R. P. 5189, L. C. Aw. 3378 to Pepehi to a 3/4" pipe (set);
17. 247° 00' 15.00 feet along the remainder of R. P. 5189, L. C. Aw. 3378 to Pepehi to a 3/4" pipe (set);
18. 337° 00' 16.50 feet along the remainder of R. P. 5189, L. C. Aw. 3378 to Pepehi;
19. 67° 00' 44.71 feet along the remainder of R. P. 5189, L. C. Aw. 3378 to Pepehi;
20. Thence along the remainders of R. P. 5189, L. C. Aw. 3378 to Pepehi and Exchange Deed No. 89, Wailuku Sugar Company to Kaholokai and along an arc of a curve to the right with a radius of 236.68 feet and a central angle of 30° 00' 00", the chord azimuth and distance being:  
  
82° 00' 122.51 feet;
21. 97° 00' 100.73 feet along the remainders of Exchange Deed No. 89, Wailuku Sugar Company to Kaholokai and R. P. 5165, L. C. Aw. 2482 to Kane;
22. 87° 00' 129.80 feet along the remainder of R. P. 5165, L. C. Aw. 2482 to Kane;
23. 94° 00' 169.60 feet along the remainders of R. P. 5165, L. C. Aw. 2482 to Kane, R. P. 3232, L. C. Aw. 3275-R, Ap. 2 to Kamaka and R. P. 3221, L. C. Aw. 3275-S, Ap. 1 to Kawahaale;
24. 81° 00' 129.87 feet along the remainder of R. P. 3221, L. C. Aw. 3275-S, Ap. 1 to Kawahaale;

25. 92° 00' 52.72 feet along the remainders of R. P. 3221, L. C. Aw. 3275-S, Ap. 1 to Kawahaale and R. P. 3219, L. C. Aw. 3439, Ap. 3 to Kamahaaloa;
26. Thence along the remainder of R. P. 3219, L. C. Aw. 3439, Ap. 3 to Kamahaaloa and along an arc of a curve to the right with a radius of 70.66 feet and a central angle of 127° 00' 00", the chord azimuth and distance being:
- 155° 30' 126.47 feet;
27. 219° 00' 166.73 feet along the remainders of R. P. 3219, L. C. Aw. 3439, Ap. 3 to Kamahaaloa, R. P. 3221, L. C. Aw. 3275-S, Ap. 1 to Kawahaale and Poalima;
28. 245° 00' 144.93 feet along the remainders of Poalima and R. P. 3221, L. C. Aw. 3275-S, Ap. 2 to Kawahaale;
29. 218° 00' 127.68 feet along the remainder of Poalima;
30. 210° 00' 138.56 feet along the remainders of Poalima, R. P. 4110, L. C. Aw. 3219, Ap. 3 to Apapau and R. P. 3218, L. C. Aw. 5623 to Kualii;
31. 196° 00' 398.23 feet along the remainder of R. P. 3218, L. C. Aw. 5623 to Kualii;
32. 183° 00' 77.49 feet along the remainders of R. P. 3218, L. C. Aw. 5623 to Kualii and R. P. 7641, L. C. Aw. 3462 to Kalomi;
33. 147° 47' 132.13 feet along the remainders of R. P. 7641, L. C. Aw. 3462 to

Kalomi and L. C. Aw. 8559-B,  
Ap. 21 to Wm. C. Lunailo;

34. 237° 47' 15.00 feet along the southerly side of  
Malaihi Road to the point of  
beginning and containing an  
area of 31,834 square feet.

RESERVING, HOWEVER, unto the Grantor (1) the exclusive right to  
dedicate all or any part of said roadway lot in fee simple or by  
way of easement to any appropriate governmental authority for use  
as a public highway without the consent and/or joinder of the  
Grantee, and upon such dedication and acceptance thereof said  
easement as to all or any part of said roadway lot so dedicated  
and accepted shall be automatically cancelled and terminated; and  
(2) the exclusive right of the Grantor to relocate all or any  
part of said Easement "A" so long as another 15-foot wide  
easement connecting said Lot 1 to a public road is constructed by  
Grantor at Grantor's expense providing access without undue delay  
or hardship to said Lot 1 and access is maintained during  
construction and Grantor executes and delivers to Grantee a new  
grant of easement over and across the relocated easement area.

7. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED and GTE  
HAWAIIAN TELEPHONE COMPANY INCORPORATED  
DATED : September 25, 1981  
RECORDED : Liber 16030 Page 301  
GRANTING : a perpetual right and easement for  
utility purposes as shown on map  
attached thereto

8. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED and GTE  
HAWAIIAN TELEPHONE COMPANY INCORPORATED  
DATED : April 26, 1982  
RECORDED : Liber 16390 Page 716  
GRANTING : nonexclusive right and easement to  
build, construct, rebuild, reconstruct,  
repair, maintain, operate and remove  
pole and wire lines and/or underground  
lines, etc. along, across, over,  
through, upon and under the following  
described parcel of land:

EASEMENT C

Situated at Wailuku, Waiehu, Maui, Hawaii

An easement over and across land owned by Wailuku Sugar Company  
and described as follows:

Beginning at a point on the southwest corner of this easement, on the west end of Malaihi Road, the coordinates of which point of beginning referred to Government Survey Triangulation Station "WAILUKU" being 33,589.99 feet north and 4,800.04 feet west and running by azimuths clockwise from true South:

1. 152° 00' 7.74 feet over and across R. P. 7664,  
L. C. Aw. 8559-B, Ap. 21  
Part I to Wm. C. Lunaililo;
2. 56° 58' 50" 24.36 feet over and across same;
3. 146° 58' 50" 5.00 feet over and across same;
4. 236° 58' 50" 24.80 feet over and across same;
5. 152° 00' 10.46 feet over and across same;
6. 239° 01' 30" 9.71 feet over and across same;
7. 150° 35' 24.36 feet over and across same;
8. 240° 35' 5.00 feet over and across same;
9. 330° 35' 24.23 feet over and across same;
10. 239° 01' 30" 222.77 feet over and across same and  
over and across R. P. 4110,  
L. C. Aw. 3219, Ap. 2 to  
Apapau;
11. 148° 10' 50" 18.76 feet over and across R. P. 4110,  
L. C. Aw. 3219, Ap. 2 to  
Apapau;
12. 238° 10' 50" 5.00 feet over and across same;
13. 238° 10' 50" 19.04 feet over and across same;
14. 252° 42' 20" 135.91 feet over and across same and  
over and across Grant 5279  
to C. Brewer Co., Ltd.;
15. 246° 58' 154.34 feet over and across Grant 5279  
to C. Brewer Co. Ltd.;
16. 243° 22' 286.03 feet over and across same;

17.	150°	49'	50"	6.81 feet over and across same;
18.	240°	49'	50"	5.00 feet over and across same;
19.	330°	49'	50"	6.70 feet over and across same;
20.	236°	20'	20"	136.98 feet over and across same;
21.	210°	47'	40"	100.70 feet over and across same and over and across R. P. 3224, L. C. Aw. 10631 to Pahanui;
22.	214°	40'		92.37 feet along R. P. 3222, L. C. Aw. 3435:1&2 to Keahula;
23.	226°	22'		111.98 feet over and across R. P. 4100, L. C. Aw. 3252 to Hanae;
24.	236°	28'		93.28 feet along R. P. 3222, L. C. Aw. 3435:1&2 to Keahula;
25.	239°	18'	30"	142.81 feet over and across R. P. 4100, L. C. Aw. 3252 to Hanae;
26.	323°	40'		17.21 feet along R. P. 6528, L. C. Aw. 2475:1 to Kahalehuki;
27.	237°	21'		125.25 feet along same;
28.	233°	14'		120.70 feet along same;
29.	239°	18'	30"	43.77 feet over and across R. P. 7584, R. P. 7690, L. C. Aw. 781, Ap. 1 to Alex M. Birch;
30.	236°	15'		187.25 feet over and across same;
31.	247°	45'		61.86 feet along R. P. 7665, L. C. Aw. 3375, Ap. 2 to Pohakupa;
32.	159°	43'		12.55 feet over and across L. C. Aw. 8559-B, Ap. 20 to Wm. C. Lunalilo;
33.	240°	53'	40"	412.92 feet over and across same and over and across R. P. 7584, L. C. Aw. 781, Ap. 1 to Alex M. Birch;

34.	149°	03'	40"	17.41 feet	over and across R. P. 7584, R. P. 7690, L. C. Aw. 781, Ap. 1 to Alex M. Birch and L. C. Aw. 8559-B, Ap. 20 to Wm. C. Lunaililo;
35.	239°	03'	40"	5.00 feet	over and across L. C. Aw. 859-B, Ap. 20 to Wm. C. Lunaililo;
36.	329°	03'	40"	17.44 feet	over and across same and over and across R. P. 7584, R. P. 7690, L. C. Aw. 781, Ap. 1 to Alex M. Birch;
37.	237°	50'	40"	410.18 feet	over and across R. P. 7584, R. P. 7690, L. C. Aw. 781:1 to Alex M. Birch;
38.	157°	33'	40"	2.38 feet	over and across same;
39.	237°	00'		5.09 feet	along R. P. 6858, L. C. Aw. 3433 to Kuaana;
40.	337°	33'	40"	3.27 feet	over and across R. P. 7584, R. P. 7690, L. C. Aw. 781, Ap. 1 to Alex M. Birch;
41.	254°	10'	30"	727.02 feet	over and across same and over and across R. P. 77, L. C. Aw. 204 to Edwin Miner; and Grant 5278 to C. Brewer Co., Ltd.;
42.	233°	33'	10"	321.76 feet	over and across Grant 5278 to C. Brewer Co. Ltd.;
43.	146°	19'	40"	22.58 feet	over and across same;
44.	236°	19'	40"	5.00 feet	over and across same;
45.	326°	19'	40"	22.37 feet	over and across same;
46.	233°	33'	10"	157.82 feet	over and across same;
47.	232°	03'		285.08 feet	over and across same;

48.	224°	41'	50"	243.54 feet over and across same and over and across L. C. Aw. 8559-B, Ap. 20 to Wm. C. Lunalilo;
49.	154°	33'		18.59 feet over and across L. C. Aw. 8559-B, Ap. 20 to Wm. C. Lunalilo;
50.	244°	33'		5.00 feet over and across same;
51.	334°	33'		17.47 feet over and across same;
52.	230°	36'		169.02 feet over and across same;
53.	151°	06'		19.76 feet over and across same;
54.	241°	06'		5.00 feet over and across same;
55.	331°	06'		19.47 feet over and across same;
56.	239°	31'	30"	335.46 feet over and across same;
57.	162°	07'	30"	19.60 feet over and across same;
58.	252°	07'	30"	5.00 feet over and across same;
59.	342°	07'	30"	19.38 feet over and across same;
60.	252°	45'	20"	316.39 feet over and across same;
61.	173°	39'		16.90 feet over and across same;
62.	263°	39'		5.00 feet over and across same;
63.	353°	39'		16.37 feet over and across same;
64.	260°	41'		450.78 feet over and across same;
65.	259°	14'	15"	284.65 feet over and across same;
66.	256°	19'		290.42 feet over and across same;
67.	171°	48'	50"	16.08 feet over and across same;
68.	261°	48'	50"	5.00 feet over and across same;
69.	351°	48'	50"	16.06 feet over and across same;
70.	274°	59'		156.34 feet over and across same;



71. Thence along Kahekili Highway on a curve to the right  
 having a radius of 666.20  
 feet, the chord azimuth and  
 distance being:

329° 45' 20.5" 50.06 feet;

72. Thence along same on a curve to the right having a radius  
 of 2,814.79 feet, the chord  
 azimuth and distance being:

334° 22' 36" 242.40 feet;

73. 342° 10' 4.39 feet along same;

74. 137° 00' 50" 9.88 feet over and across L. C. Aw.  
 8559-B, Ap. 20 to Wm. C.  
 Lunaililo;

75. 51° 31' 50" 12.36 feet over and across same;

76. 141° 31' 50" 5.00 feet over and across same;

77. 231° 31' 50" 12.45 feet over and across same;

78. 151° 58' 20" 260.28 feet over and across same;

79. 94° 59' 155.35 feet over and across same;

80. 76° 19' 288.48 feet over and across same;

81. 351° 08' 30" 31.76 feet over and across same;

82. 81° 08' 30" 5.00 feet over and across same;

83. 171° 08' 30" 31.43 feet over and across same;

84. 79° 14' 15" 280.91 feet over and across same;

85. 354° 42' 40" 20.83 feet over and across same;

86. 95° 21' 5.09 feet over and across same;

87. 174° 42' 40" 19.51 feet over and across same;

88. 80° 41' 449.87 feet over and across same;

89. 72° 45' 20" 316.58 feet over and across same;

90. 59° 31' 30" 335.25 feet over and across same;

91.	50°	36'		173.83 feet over and across same;
92.	44°	41'	50"	241.98 feet over and across same and over and across R. P. 6166, L. C. Aw. 3434 to Kaapowale;
93.	52°	03'		287.57 feet over and across R. P. 6165, L. C. Aw. 2419, Ap. 1 to Kamahiai, and over and across Grant 5278 to C. Brewer Co., Ltd.;
94.	53°	33'	10"	489.36 feet over and across Grant 5278 to C. Brewer Co., Ltd.;
95.	74°	10'	30"	43.60 feet over and across same;
96.	78°	03'		62.62 feet over and across same;
97.	348°	07'		4.24 feet over and across same;
98.	74°	10'	30"	624.61 feet over and across same and over and across R. P. 77, L. C. Aw. 204 to Edwin Miner; and R. P. 7584, R. P. 7690, L. C. Aw. 781, Ap. 1 to Alex M. Birch;
99.	57°	50'	40"	410.08 feet over and across R. P. 7584, R. P. 7690, L. C. Aw. 781, Apt. 1 to Alex M. Birch;
100.	332°	40'	20"	32.68 feet over and across same;
101.	62°	40'	20"	5.00 feet over and across same;
102.	152°	40'	20"	32.42 feet over and across same;
103.	60°	53'	40"	212.98 feet over and across same;
104.	337°	4'	20"	33.01 feet over and across same;
105.	67°	44'	20"	5.00 feet over and across same;
106.	157°	44'	20"	32.41 feet over and across same;
107.	60°	53'	40"	195.49 feet over and across same;
108.	56°	15'		245.77 feet over and across same;

109.	325°	06'	20"	5.02 feet over and across same;
110.	55°	06'	20"	5.00 feet over and across same;
111.	145°	06'	20"	5.24 feet over and across same;
112.	59°	18'	30"	282.36 feet over and across same;
113.	308°	17'		10.34 feet over and across same;
114.	327°	35'		20.05 feet over and across same;
115.	57°	35'		5.00 feet over and across same;
116.	147°	35'		19.20 feet over and across same;
117.	128°	17'		11.41 feet over and across same;
118.	59°	18'	30"	216.64 feet over and across same and over and across R. P. 4100, L. C. Aw. 3252 to Hanae; and Konohiki Lands;
119.	46°	22'		159.08 feet over and across R. P. 4100, L. C. Aw. 3252 to Hanae;
120.	29°	52'	20"	163.43 feet over and across same and over and across R. P. 3224, L. C. Aw. 10631 to Pahanui and Grant 5279 to C. Brewer Co., Ltd.;
121.	56°	20'	20"	147.14 feet over and across Grant 5279 to C. Brewer Co., Ltd.;
122.	63°	22'		288.20 feet over and across same;
123.	335°	33'	30"	34.38 feet over and across same and over and across R. P. 6438, L. C. Aw. 3275 K to Mahi;
124.	65°	33'	30"	5.00 feet over and across R. P. 6438, L. C. Aw. 3275 K to Mahi;
125.	155°	33'	30"	34.35 feet over and across same and over and across Grant 5279 to C. Brewer Co., Ltd.;

126. 66° 58' 153.79 feet over and across Grant 5279 to C. Brewer Co., Ltd.;
127. 72° 42' 20" 135.01 feet over and across same and over and across R. P. 4110, L. C. Aw. 3219, Ap. 2 to Apapau;
128. 59° 26' 240.03 feet over and across R. P. 4110, L. C. Aw. 3219, Ap. 2 to Apapau and R. P. 7664, L. C. Aw. 8559-B, Ap. 21 Part I to Wm. C. Lunailo to the point of beginning and containing an area of 3.827 acres, more or less.

9. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED and GTE  
HAWAIIAN TELEPHONE COMPANY INCORPORATED  
DATED : April 26, 1982  
RECORDED : Liber 16390 Page 739  
GRANTING : a perpetual right and easement for utility purposes as shown on map attached thereto

10. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED and GTE  
HAWAIIAN TELEPHONE COMPANY INCORPORATED  
DATED : January 5, 1987  
RECORDED : Liber 20331 Page 23  
GRANTING : a perpetual right and easement for utility purposes as shown on the map attached thereto

11. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT: RIGHT OF ENTRY AGREEMENT  
DATED : July 13, 1988  
RECORDED : Liber 22250 Page 15  
PARTIES : WAILUKU AGRIBUSINESS CO., INC., a Hawaii corporation and COUNTY OF MAUI, a duly established political subdivision of the State of Hawaii

Above Agreement was amended by unrecorded amendments dated July 16, 1990 and July 20, 1992 and further amended by

THIRD AMENDMENT TO RIGHT OF ENTRY AGREEMENT dated February 17, 1993, recorded as Document No. 93-053620.

12. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT: NOTICE OF AGREEMENT  
DATED : February 21, 1996  
RECORDED : Document No. 96-023920  
PARTIES : WAILUKU AGRIBUSINESS CO., INC. and BOARD  
OF WATER SUPPLY OF THE COUNTY OF MAUI  
RE : easements to construct, maintain,  
operate, repair and replace certain  
wells, tanks, pipelines, etc.

13. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT: DECLARATION OF RESTRICTIVE COVENANT  
DATED : February 21, 1996  
RECORDED : Document No. 96-023921

The foregoing includes, but is not limited to, matters relating to development of ground water.

14. GRANT  
TO : PETER PALIKAOUHA HIGASHINO, married, and  
PAUL KEONAONA HIGASHINO, married, as  
Tenants in Common  
DATED : November 14, 1996  
RECORDED : Document No. 96-168676  
GRANTING : a non-exclusive easement for roadway and  
utility purposes over, under and across  
and limited to the Grantor's private  
road to Malaihi Road as shown on map  
attached thereto

15. PENDING CIVIL NO. 98-0867

PLAINTIFF : DAVID SINGER and DONNALEE SINGER  
DEFENDANT : HEIRS AND ASSIGNS OF JOHN KALINO, also  
known as JOHN KALINA, and KUAPUU KALINO,  
et al.  
FILED : Circuit Court of the Second Circuit,  
State of Hawaii  
RE : quiet title and adverse possession (Tax  
Key(s) 3-2-018-014, 017 and 009 2)

16. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.

-Note:- A current survey, with metes and bounds description, should be made of said premises.

17. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.

END OF EXHIBIT "A"

Tax Key: (2) 3-2-017-018